

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-221662

DATE: July 28, 1986

MATTER OF: Miguel H. Cintron

DIGEST:

Federal employees may be allowed reimbursement of their expenses when they reserve hotel accommodations for an official travel assignment and forfeit the room deposit because the assignment is subsequently canceled, but only if they exercise reasonable prudence in minimizing the costs involved. Hence, an employee of the Army Corps of Engineers may not be reimbursed for a forfeited room deposit where it appeared that he could have avoided the forfeiture if he had taken reasonable action to notify the hotel promptly after learning of the cancellation of his trip, and he failed to take that action.

The question presented in this matter is whether a Government employee may be reimbursed for the expense of guaranteed motel room reservations secured in preparation for a temporary duty assignment that was canceled.^{1/} In view of the particular facts of record, we conclude that reimbursement may not be allowed.

Background

The claimant, Mr. Miguel H. Cintron, is an environmental engineer employed with the Army Corps of Engineers at Omaha, Nebraska. On Friday, July 19, 1985, he reserved rooms for himself and three fellow employees at a motel in Edgewood, Maryland, for the evening of Sunday, July 21,

^{1/} This action is in response to a request for an advance decision received from Mr. L. C. Williamsen, Finance and Accounting Officer, Omaha District, Army Corps of Engineers, concerning the propriety of certifying a voucher in the amount of \$151.20 in favor of Mr. Miguel H. Cintron.

Handwritten notes:
with summary of Fort. ...
036160 - 130532

1985, in preparation for a temporary duty assignment they were scheduled to perform at Aberdeen Proving Grounds, Maryland. Mr. Cintron used a credit card charge account to advance the motel \$151.20 for guaranteed room reservations Sunday evening for himself and the other three employees.

At approximately 9 a.m. on the morning of Sunday, July 21, Mr. Cintron was informed through a telephone call to his home that the temporary duty assignment had been canceled. He did not notify the motel of the cancellation until the following day, however, and as a result he forfeited the amount advanced for the guaranteed room reservations. In support of his claim for reimbursement of the \$151.20 expense incurred in the matter, he furnished the following explanation for his delay in notifying the motel:

"* * * I did not have the telephone number of the motel at home and did not have a key to the building (Corps office). * * * On Monday, 22 July 1985, early in the morning from the office, I called the motel and told them that we were not coming. This was too late, as the motel manager indicated the rooms were guaranteed and that [my credit card account] would be billed for the four people I had reserved rooms for. * * *"

The Chief of the Finance and Accounting Division, Army Corps of Engineers, subsequently denied Mr. Cintron's claim and provided this statement of reasons:

"Most commercial lodging establishments allow reservations to be canceled until 6 p.m. on the date of arrival. * * * In this case, it would seem Mr. Cintron should have known the name of the motel since he made the reservation and was scheduled to travel to the motel on 21 July. He should have been able to obtain the telephone number through directory assistance and cancel the reservation before 6 p.m."

Mr. Cintron now questions the correctness of this denial of his claim, and has submitted a reclaim voucher.

Analysis and Conclusion

Section 5702 of title 5, United States Code, provides that under regulations prescribed by the General Services Administration, an employee may be reimbursed for the necessary expenses of official travel.

Statutory regulations adopted by the General Services Administration are contained in the Federal Travel Regulations. Further directives issued through the Department of Defense which apply to civilian employees of the Army are contained in Volume 2 of the Joint Travel Regulations. Those regulations contain no provisions prescribing the specific conditions under which employees may be reimbursed when they have paid deposits for hotel reservations and their travel assignments are subsequently canceled. The regulations provide generally, however, that an employee is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.^{2/}

We have held that reimbursable travel costs may include forfeited room deposits, and that when employees reserve hotel accommodations for a temporary duty assignment and forfeit the room deposit because the assignment is canceled, the Government will reimburse reasonable costs incurred.^{3/} We have also expressed the view, consistent with the applicable regulations, that employees in that situation have a responsibility to exercise reasonable prudence and are thus required to take reasonable steps to minimize the costs involved by notifying the hotel promptly upon learning of the cancellation of their assignment.^{4/}

In the present case, the Army Corps of Engineers in effect determined that Mr. Cintron did not exercise reasonable prudence, in that he took no action to avoid the forfeiture of the room reservation deposit after he was

^{2/} Federal Travel Regulations, para. 1-1.3a incorp. by ref., 41 C.F.R. § 101-7.003; Joint Travel Regulations, vol. 2, para. C1058-1.

^{3/} See Chris C. Rainey and Sidney A. Morse, 59 Comp. Gen. 612, 613-614 (1980).

^{4/} Darvin L. Lee, B-198699, October 6, 1980.

B-221662

informed of the cancellation of the temporary duty assignment on the morning of July 21, 1985. Mr. Cintron has provided no explanation nor is there any other information in the record to refute the agency's finding that Mr. Cintron could have avoided the forfeiture if he had used directory assistance to notify the motel by telephone that morning of the cancellation of his trip. Hence, we have no basis to disturb the agency's determination in the matter, and we conclude that Mr. Cintron's claim was properly denied.

The voucher, which may not be processed for payment, will be retained here.

Milton J. Fowler
for Comptroller General
of the United States